

10/20/10 10:43:09  
DK T BK 3,230 PG 147  
DE SOTO COUNTY, MS  
W.E. DAVIS, CH CLERK

THIS INSTRUMENT PREPARED BY:  
Merchants & Farmers Bank  
P.O. Box 520  
Kosciusko, MS 39090  
(662)289-5121

AFTER RECORDING RETURN TO:  
Merchants & Farmers Bank  
~~P.O. Box 520~~  
~~KOSCIUSKO, MS 39090~~

**M&F Bank**  
**510 Church Rd W**  
**Southaven, MS 38671**

(Space Above This Line For Recording Data)

### MODIFICATION AGREEMENT - DEED OF TRUST

THIS MODIFICATION AGREEMENT ("Agreement") is made this 28th day of July, 2010, between Hunter Brannon, whose address is 1945 Nottingham Drive, Southaven, Mississippi 38671, and Carolyn Brannon, Sponce, whose address is 1945 Nottingham Drive, Southaven, Mississippi 38671 ("Borrower"), and Merchants & Farmers Bank whose address is 1287 STATELINE ROAD, Southaven, Mississippi 38671 ("Lender").

Merchants & Farmers Bank and Borrower entered into a Deed of Trust dated December 18, 2001 and recorded on January 22, 2002, in Book 1448, Page 9, records of CHANCERY CLERK of DESOTO COUNTY, State of Mississippi ("Deed of Trust"). The Deed of Trust covers the following described real property:

Address: 1945 Nottingham Drive, Southaven, Mississippi 38671

Legal Description: SEE ATTACHED EXHIBIT "A"

Property Size: .01 acres.

INDEXING INSTRUCTIONS: TRACT 10A, SECTION 32, TOWNSHIP 1 SOUTH, RANGE 7 WEST, DESOTO COUNTY, MS

It is the express intent of the Borrower and Lender to modify the terms and provisions set forth in the Deed of Trust. Borrower and Lender hereby agree to modify the Deed of Trust as follows:

• **ALSO:**

DEED OF TRUST DATED 12/18/2002 RECORDED 01/30/2003 BOOK 1648 PAGE 136  
MODIFICATION OF DEED OF TRUST RECORDED 01/26/2006 BOOK 2399 PAGE 644  
DEED OF TRUST DATED 05/14/2008 RECORDED 08/15/2008 BOOK 2936 PAGE 401  
DEED OF TRUST DATED 06/30/2009 RECORDED 08/03/2009 BOOK 3064 PAGE 159  
MODIFIES THE DEED OF TRUST DATE TO 07/25/2011.

Borrower and Lender agree that the Deed of Trust including such changes, modifications, and amendments as set forth herein, shall remain in full force and effect with respect to each and every term and condition thereof and nothing herein contained shall in any manner affect the lie of the Deed of Trust on the Property. Nothing contained herein shall in any way impair the Deed of Trust or the security now held for the indebtedness thereunder, or alter, waive, annul, vary, or affect any provision, term, condition, or covenant therein, except as herein provided; nor affect or impair any rights, powers, privileges, duties, or remedies under the Deed of Trust it

being the intent of Borrower and Lender that the terms and provisions thereof shall continue in full force and effect, except as specifically modified herein. Nothing in this Agreement shall constitute a satisfaction of the promissory note or notes, or other credit agreement or agreements secured by the Deed of Trust.

Lender's consent to this Agreement does not waive Lender's right to require strict performance of the Deed of Trust modified above, nor obligate Lender to make any future modifications. Any guarantor or cosigner shall not be released by virtue of this Agreement.

If any Borrower who signed the original Deed of Trust does not sign this Agreement, then all Borrowers signing below acknowledge that this Agreement is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Agreement or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

This Agreement shall be binding upon the heirs, successors, and assigns with respect to parties hereto. Whenever used, the singular shall include the plural, the plural, the singular, and the use of any gender shall be applicable to all genders.

**ORAL AGREEMENTS DISCLAIMER.** This Agreement represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. There are no written oral agreements between the parties.

**ADDITIONAL PROVISIONS. BORROWERS: HUNTER BRANNON**


**NOTE NUMBER:** 774220

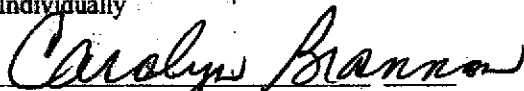
**IN THE AMOUNT OF \$240,000.00**

**MATURITY DATE:** 07/25/2011

By signing below, Borrower and Lender acknowledge that they have read all the provisions contained in this Agreement, and that they accept and agree to its terms.



 Date  
Individually



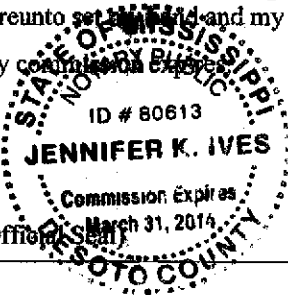
 Date  
Individually

INDIVIDUAL ACKNOWLEDGMENT

STATE OF ~~MISSISSIPPI~~ )  
COUNTY OF Desoto )

Personally appeared before me, the undersigned authority in and for the above named county and state, on this 7-28-2010, within my jurisdiction, the within named **Hunter Brannon**, and **Carolyn Brannon**, who acknowledged that they executed the above and foregoing instrument. In witness whereof, I hereunto set my hand and my official seal.

My commission expires



JK Ives

Identification Number

LENDER: Merchants & Farmers Bank

Amy Loeovich

By: **AMY LOEOVICH** Date  
Its: **ASSISTANT VICE PRESIDENT**

## BUSINESS ACKNOWLEDGMENT

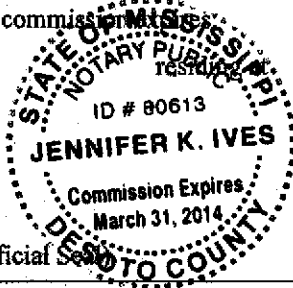
STATE OF MISSISSIPPI )

COUNTY OF DeSoto )

On this the 7-28-10, before me, Jennifer Ives, a Notary, personally appeared AMY LUCOVICH, ASSISTANT VICE PRESIDENT on behalf of Merchants & Farmers Bank, a(n) Corporation, to me personally known or who having proved to me on the basis of satisfactory evidence to be the person whose name is subscribed within this instrument and who acknowledged that he/she holds the position set forth and that he/she is being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the Financial Institution by himself/herself as ASSISTANT VICE PRESIDENT of Merchants & Farmers Bank, and that the foregoing instrument is the voluntary act and deed of the Financial Institution.

In witness whereof, I hereunto set my hand and official seal.

My commission expires



(Official Seal)

UKP8  
Identification Number

**EXHIBIT A  
LEGAL DESCRIPTION**

Attached to file: 96-00888995

All that certain property situated in the County of DESOTO, and State of MISSISSIPPI, being described as follows:

Tract 10A, Nottingham Estates Subdivision, in Section 32, Township 1 South, Range 7 West, DeSoto County, Mississippi, as per plat thereof recorded in Plat Book 15, Pages 37-39, in the Office of the Chancery Clerk of DeSoto County, Mississippi.

Subject to Right of Way Easement recorded 2/22/1980, in Book 150, Page 50.

BEING THE PROPERTY CONVEYED IN Warranty Deed from David P. Sedgwick And Wife, Paula W. Sedgwick to G. Hunter Brannon And Wife, Carolyn C. Brannon, As Tenants By The Entirety With Rights Of Survivorship, dated 08/23/1979, recorded 08/27/1979, in Deed Book 143, Page 340, in the Clerk of Chancery Court for Desoto County, Mississippi.

INDEXING INSTRUCTIONS: Tract 10A, Section 32, Township 1 South, Range 7 West, DeSoto County, Mississippi.